



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

December 17, 2013

Mr. Troy Tatum
The Lamar Companies
Mobile/Gulf Shores
Post Office Box 5216
Mobile, Alabama 36605

**RE: Billboard on the Baldwin County Mega-site - The Lamar Company, LLC -
Application of Amendment No. 750 to the Constitution of Alabama 1901**

Dear Mr. Tatum:

Enclosed is a **fully executed copy** of the *Sign Location Lease* approved during the December 3, 2013, Baldwin County Commission meeting, between the Commission and The Lamar Companies, for the erection of a billboard on the Baldwin County Mega-site.

If you have any questions or need further assistance, please do not hesitate to contact David Brewer, County Administrator, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item IA2

cc: David Brewer

ENCLOSURE

THE **LAMAR** COMPANIES

Lamar Co # 2

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

 x New
 Renewal
 Lease #

James R. McIlwain

RECEIVED
DEC 12 2013

BY: CFC

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 3rd day of December 2013, by and between:

Baldwin County Commission

(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign") as depicted in Exhibit A, including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign for LESSEE'S employees, contractors, agents and across a portion of the property owned by LESSOR as described in Exhibit C, the location of such right of access and egress shall be approved by the LESSOR. The LESSOR shall have the right, in its discretion, to terminate the right of access at the aforementioned location and change the right of access to and egress from the sign by providing an alternate access to and egress from the sign for LESSEE'S employees, contractors, agents and vehicles. LESSEE shall have the right to survey, post, illuminate and maintain advertisements on the sign, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices necessary or useful in LESSEE'S use of the sign.

The "lease premises" is a portion of the LESSOR'S property located in the County of Baldwin, State of Alabama, more particularly described as:

COMMENCING AT A 6X6 CONCRETE MONUMENT FOUND AT STATE PLANE COORDINATES ALABAMA WEST ZONE, NORTH=351851.86 / EAST=1891245.12 ON THE EXISTING SOUTH R/W OF I-65 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA AND BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN TO BE DESCRIBED;

THENCE RUN NORTHEASTERLY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 23098.31 FEET AND ALONG THE EXISTING SOUTH R/W LINE OF I-65 A DISTANCE OF 50.00 FEET, MORE OR LESS, (CHORD BEARS: NORTH 68 DEGREES 34 MINUTES 50 SECONDS EAST, 49.94 FEET) TO A CAPPED REBAR SET;

THENCE RUN SOUTH 21 DEGREES 32 MINUTES 41 SECONDS EAST ALONG A PERMANENT EASEMENT A DISTANCE OF 50.00 FEET, MORE OR LESS, TO A CAPPED REBAR SET;

THENCE RUN SOUTH 68 DEGREES 34 MINUTES 50 SECONDS WEST ALONG A PERMANENT EASEMENT A DISTANCE OF 50.00 FEET, MORE OR LESS, TO A CAPPED REBAR SET;

THENCE RUN NORTH 21 DEGREES 28 MINUTES 53 SECONDS WEST ALONG A PERMANENT EASEMENT A DISTANCE OF 50.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN CONVEYED AND CONTAINING 0.057 ACRES, MORE OR LESS.

1. This Lease shall be for a term of fifteen (15) years commencing on the first day of the calendar month following the date of completion of construction of the sign. The digital sign shall be constructed within 120 days of the execution of this Lease, or the Lease shall be null and void. After year seven of this agreement, LESSEE reserves the right to remove the digital sign if the digital sign becomes economically or otherwise undesirable and replace it with a static face.

After the original or any renewal term of this lease, it shall continue from year to year unless either party shall give the other party notice of nonrenewal at least Sixty (60) days prior to the expiration of the then-current term.

2. LESSEE shall pay to LESSOR an annual rental of (*see rider) Dollars, payable in advance in equal installments, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default. In the event such default is not cured by LESSEE within said thirty (30) day period, the LESSOR shall have the right to terminate this Lease.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s) adjacent to and within 75 feet of I 65 right of way, other than LESSEE'S sign, on property owned by LESSOR within two thousand (2000) feet of LESSEE'S sign, as long as said property is owned by LESSOR, and LESSOR further agrees not to erect any other obstruction of highway view from I 65 or allow any vegetation that may obstruct the highway view from I 65 of LESSEE'S sign on property owned by LESSOR within two thousand (2,000) feet of LESSEE'S sign, as long as said property is owned by LESSOR. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the sign shall be the property of LESSEE.

6. LESSOR represents that it is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the lease premises, across a portion of the property owned by LESSOR as described in Exhibit C, the location of such right of access and egress shall be approved by the LESSOR, to perform all acts necessary to exercise its rights pursuant to this lease, subject to all applicable laws, rules and regulations, as the same may be adopted or amended. To the best of LESSOR'S knowledge, LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease, and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject lease premises or any part thereof by proper authorities, or relocation of the highway, any condemnation award related to the LESSEE'S use of the lease premises shall accrue to LESSEE.

9. LESSEE agrees to indemnify and hold LESSOR harmless from all claims of injury, liability, costs, expenses and damages, to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of or pursuant to this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the recordation of such memorandum or memoranda.

11. LESSOR shall have the right to cancel and terminate this Lease, in the discretion of the LESSOR, if the LESSOR determines that the Lease and/or the use of the leased premises, or the access to and egress from the sign granted pursuant to the Lease, will or could adversely affect the sale, lease, development or use of the any of the LESSOR'S property as described in Exhibit C or the leased premises. In the event the LESSOR terminates this Lease pursuant to this paragraph 11, LESSOR shall be required to pay LESSEE the unamortized cost of construction according to the schedule set forth in Exhibit B.

12. LESSOR shall have the right to demand or require the relocation of LESSEE'S sign, if the LESSOR determines that the Lease and/or the use of the leased premises, or the access to and egress from the sign granted pursuant to the Lease, will or could adversely affect the sale, lease, development or use of the any of the LESSOR'S property as described in Exhibit C or the leased premises. In the event LESSEE'S sign is relocated pursuant to this paragraph 12 upon demand of LESSOR, LESSOR agrees to pay up to \$50,000.00 of the actual costs incurred by LESSEE to relocate LESSEE'S sign.

LESSEE: THE LAMAR COMPANIES

BY: Troy Tatum
Troy Tatum
VICE-PRESIDENT/GENERAL MANAGER

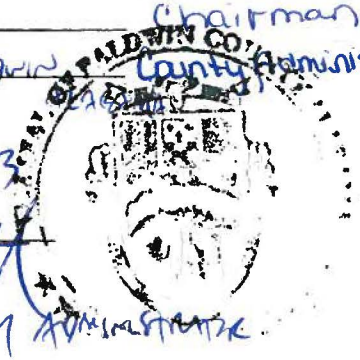
DATE: 12/11/13

LESSOR: BALDWIN COUNTY COMMISSION

BY: Chairman
BY: Chairman, Baldwin County Commission
County Administrator

DATE: 12/17/2013

[Signature]
County Administrator



STATE OF ALABAMA
COUNTY OF BALDWIN

I, Monica E Taylor, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID R. Z. BREWER, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the 17th day of December 2013.

Monica E Taylor

Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 09/05/2016



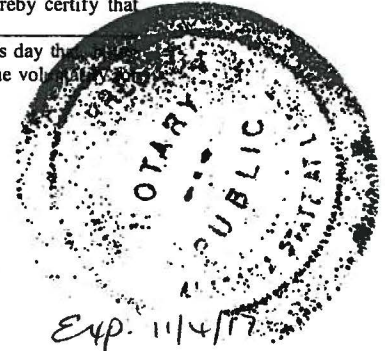
STATE OF Alabama
COUNTY OF Mobile

I, Linda K. Preston, a Notary Public, in and for said County in said State, hereby certify that Troy Tatum, whose name as V.P. Gen. Mgr of THE LAMAR COMPANIES, a(n) _____ corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 11th day of December 2013.

Linda K. Preston

Notary Public, Mobile County
My Commission Expires: 11/4/17



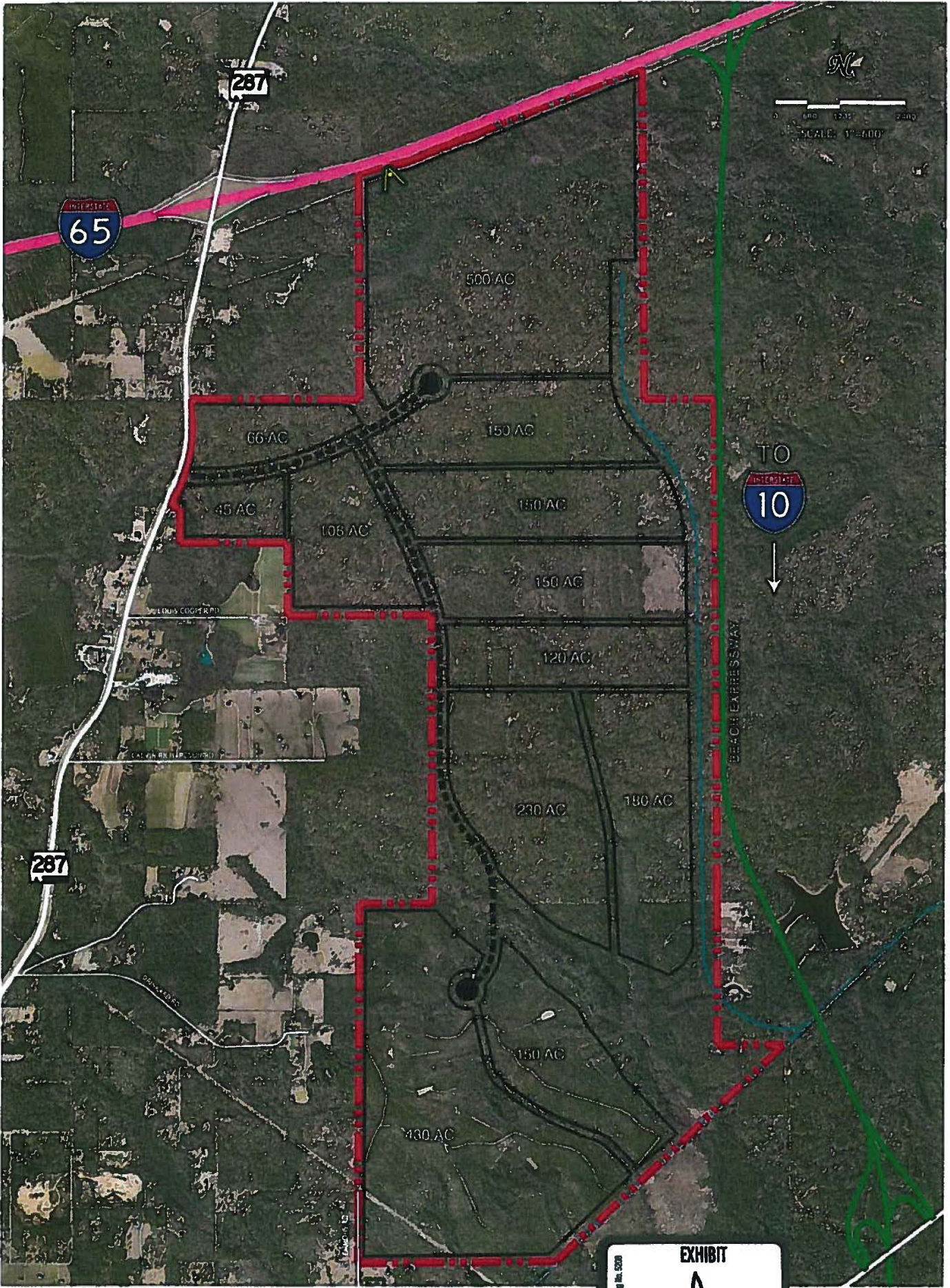
LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

Address of LESSOR:



Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	\$275,000	\$275,000	\$275,000	\$247,533	\$224,626	\$201,719	\$178,812	\$155,905	\$132,998	\$110,091	\$87,184	\$64,277	\$41,370	\$18,463	\$0

EXHIBIT
 B

2025 RELEASE UNDER E.O. 14176

Commencing at a concrete monument marking the Southwest Corner of Section 35, Township 1 South, Range 3 East, said point being the POINT OF BEGINNING;

thence N 0°07'39" E, along the west line of said Section 35, 5307.32 feet to a pipe,

thence N 0°06'41" W, 1328.80 feet to a concrete monument,

thence N 89°53'06" E, 1340.10 feet to a capped rod,

thence N 0°09'29" W, 2678.19' feet to a pipe,

thence N 0°09'29" W, 2645.59' feet to a capped rod,

thence S 89°35'00" W, 2646.21 feet to a capped rod,

thence N 0°00'33" E, 1360.24 feet to a capped rod,

thence S 89°51'58" W, 2000.46 feet to a capped rod,

thence N 0°58'10" E, 657.83 feet to a pipe,

thence N 89°01'50" W, 181.14 feet to a capped rod at the East Right of Way of SR 287,

thence N 24°39'18" E, along said East Right of Way 446.98 feet to a capped rod,

thence N 22°07'12" E, along said East Right of Way 2.21 feet to a capped rod,

thence along said East Right of Way and along an arc 1206.89 feet, having a radius of 2925.16 feet the chord of which is N 10°18'00" E, 1198.35 feet to a capped rod,

thence N 9°33'30" W, along said East Right of Way 107.27 feet to a capped rod,

thence N 1°31'11" W, along said East Right of Way 310.10 feet to a capped rod,

thence S 89°59'09" E, 3110.96 feet to a concrete monument

thence N 0°20'18" W, 1322.54 feet to a concrete monument,

thence N 0°20'18" W, 2857.08 feet to a capped rod at the South Right of Way of I-65,

thence along said South Right of Way line and along an arc 371.21 feet, having a radius of 23098.31 feet the chord of which is N 73°18'20" E, 371.20 feet to a concrete monument,

thence N 76°49'54" E, along said South Right of Way 607.45 feet to a capped rod,

thence N 65°52'23" E, along said South Right of Way 606.32 feet to a concrete monument,

thence along said South Right of Way and along an arc 531.66 feet, having a radius of 23098.31 feet the chord of which is N 69°10'41" E, 531.65 feet to a concrete monument,

thence N 87°38'51" E, along said South Right of Way 76.32 feet to a capped rod,

thence N 68°31'33" E, along said South Right of Way 200.00 feet to a capped rod,

thence N 41°57'39" E, along said South Right of Way 55.90 feet to a capped rod,

thence N 68°31'33" E, along said South Right of Way 3187.44 feet to a capped rod,

thence S 0°20'18" E, 830.10 feet to a concrete monument,

thence S 0°20'18" E, 5317.48 feet to a capped rod,

thence S 89°59'09" E, 1318.69 feet to a capped rod,

thence S 0°11'17" E, 9311.02 feet to concrete monument,

thence S 0°08'58" E, 2631.95 feet to a concrete monument,

thence N 89°51'02" E, 1222.93 feet to a capped rod at the North Right of Way of CSX Railroad,

thence S 46°23'45" W, along said north Right of Way 5801.04 feet to a capped rod,

thence S 89°41'22" W, 3658.03 feet to the POINT OF BEGINNING.

The above described parcel contains 3035.7 acres (132,235,608.1 sq. ft.) more or less.





THE COMPANIES

Lamar Co # 2

Rider #1 to Lease dated the 3rd day of December 2013, by and between Baldwin County Commission, as Lessor, and The Lamar Companies, as Lessee.

Lessor and Lessee agree that in lieu of any cash payment provided in this lease, Lessee will provide the Lessor with one (1) of the (6) spots on the digital face. Lessee will provide to the Lessor an additional spot subject to availability. Lessee will also provide a seventh Emergency Activation Spot (EAS) for any weather or emergency situation that may arise. In the event the Lessee elects to remove the digital sign and replace it with a static sign face in accordance with paragraph 1 of the Lease, the Lessor shall be entitled to utilize one static sign face for its use and purposes. All creative design and maintenance will be provided by Lessee.



Cathy M... LESSOR
[Signature] LESSEE

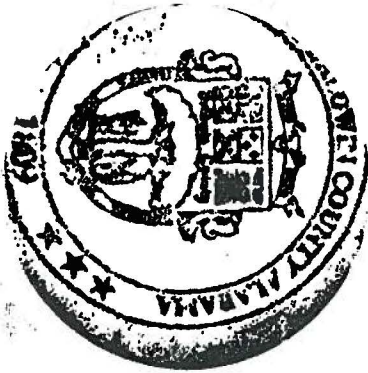
THE **LAMAR** COMPANIES

Lamar Co # 2

Rider #2 to Lease dated the 3rd day of December, 2013, by and between Baldwin County Commission, as Lessor, and The Lamar Companies, as Lessee.

As further consideration to Lessor for the granting of this Lease, Lessee agrees that during the term of this Lease, and any renewals or extensions thereof, Lessee will not use the advertising structure for the purpose of advertising any of the following:

- Any Sexually Oriented Business, Services or Products
- Gaming/Casino Advertisements
- Political Ads, Statements or Positions (unless mutually agreed upon by Lessor and Lessee)



CR & Ad
LESSOR

[Signature]
LESSEE